

**Federal Aviation
Administration****Award for Supplies or Services**Page
1 of 1

Date of Award: 25-SEP-2002

Contract Number (if any):

DTFA0202D15278

Award No. (if any):

Date of Revision:

IMPORTANT: Mark all package(s), invoice(s), and correspondence with contract and/or order/award numbers.

Contractor (Name, Address, and Zip Code):

FOUR WINDS SERVICES INC

PO BOX 49

ALTUS, OK 73521-0000

Mail Invoice To (Name, Address, and Zip Code):

FAA, MM Aero Center TIN 73-0588975

Financial Services AMZ-110

PO Box 25710

Oklahoma City, OK 73125-4913

405/954-4716

Contact Point/Phone No:

405-4822811

Issuing Office (Address Correspondence To):

6973H4 FAA AERO CENTER AMQ-200

NAS,AUTOMATION&FAC ACQ DIV.MPB,R312

PO BOX 25082 M

OKLAHOMA CITY, OK 731250082

F.O.B. Point: Ship Via: Discount Terms:

N/A

N/A

Due in 30

PURCHASER NAME AND PHONE NO:

John A Lippe

405-954-7833

ESTIMATED VALUE: \$928,663.00

FUNDED AMOUNT: \$0.00

IMPORTANT: Contractor ☐ is, ☐ is not required to sign this document and return ____ copies to the issuing office. OMB 2120-0595NAME AND TITLE OF PERSON AUTHORIZED TO SIGN:
BY:

UNITED STATES OF AMERICA

NAME OF CONTRACTING OFFICER:

BY:

John A Lippe

DATE SIGNED:

DATE SIGNED:

9/25/02

SCREENING INFORMATION REQUEST, OFFER, AND AWARD

SCREENING INFORMATION REQUEST

Screening Information Request (SIR) No. DTFA-02-02-R-01646, for technical and management support services, is being issued June 7, 2002, by the Federal Aviation Administration (FAA), NAS, Automation, & Facilities Acquisition Team. Original sealed offers will be received at the address specified below until 2:00 P.M., local time, on July 3, 2002:

Mailing Address

FAA, Customer Service Desk (AMQ-140)
Room 321, Multi-Purpose Building
P.O. Box 25082
Oklahoma City, OK 73125

Overnight Air Packages

FAA, Customer Service Desk (AMQ-140)
Room 321, Multi-Purpose Building
6500 South MacArthur Boulevard
Oklahoma City, OK 73169

For additional information, contact John A. Lippe at (405) 954-7833.

OFFER

(To be completed by offeror)

The undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish all items upon which prices are offered at the price set opposite each item and within the time specified in the schedule.

The undersigned further agrees to a discount for prompt payment of 0 % within _____ calendar days, to be applied in accordance with Section I, Clause 3.3.1-6.

The offeror acknowledges receipt of amendments to the SIR as follows:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
<u>Amendment One</u>	<u>6/24/02</u>	_____	_____
<u>Amendment Two</u>	<u>6/24/02</u>	_____	_____

Name & address of offeror:

FOUR WINDS Services, Inc.
111 Sequoyah Lane, Suite D
Altus, OKJ 73521

Remittance address if different:

FOUR WINDS Services, Inc.
P.O. Box 49
Altus, OK 73522-0049

Telephone & FAX No.'s: (580) 482-2811 (580) 482-4745 (fax) Name & title of person authorized to sign offer: Roberta Carver-Carson

Signature: _____

Date of offer: _____

3 July 2002

AWARD

The FAA hereby accepts the offer as to items numbered (See reverse of this page), as listed in the schedule, and awards Contract No. DTFA-02-02-D-15278, in the estimated amount of \$928,662.66, to be charged to appropriation (To be shown on individual delivery orders).

United States of America:

Date of award: _____

John A. Lippe
Contracting Officer

9-25-02

AWARD (Continued from page 1)

1.A.(1) through L.(1), 2.A., 3.A., 4., & 5. Revised SIR pages 4(R), 5(R), 30(R/2), 38(R), & 44(R); and, revised PWS Part 4.1 per amendments 1, 2, & 3 dated 6/24/02 & 7/10/02. Revised prices per Price Schedule, pages 2 through 5(R) and Attachment 3(R), all dated 9/11/02.

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Revised 9/11/02

PART I - SECTION B
SUPPLIES OR SERVICES AND PRICES/COST

The contractor shall furnish and supply all personnel and other items or services, as necessary to perform the various technical and management support services specified in the attached Performance Work Statement (PWS), in accordance with the terms, conditions, and provisions contained herein, at the following stated prices:

PRICE SCHEDULE

ITEM	SUPPLIES/SERVICES	ESTIMATED ANNUAL REQUIREMENTS*	UNIT PRICE	TOTAL AMOUNT
1.	Labor Disciplines (Skills)			
A.	<u>Technical Manager</u>			
(1)	Basic Contract (First Year)	1,872 Hours	\$45.48	\$85,133.56
(2)	First Option Year (Second Year)	1,872 Hours	\$47.06	\$88,088.17
(3)	Second Option Year (Third Year)	1,872 Hours	\$48.74	\$91,236.40
(4)	Third Option Year (Fourth Year)	1,872 Hours	\$50.52	\$94,567.65
(5)	Fourth Option Year (Fifth Year)	1,872 Hours	\$52.41	\$98,102.40
B.	<u>Electronics Technician III</u>			
(1)	Basic Contract (First Year)	1 Hour	\$37.23	\$37.23
(2)	First Option Year (Second Year)	1 Hour	\$37.39	\$37.39
(3)	Second Option Year (Third Year)	1 Hour	\$37.59	\$37.59
(4)	Third Option Year (Fourth Year)	1 Hour	\$37.82	\$37.82
(5)	Fourth Option Year (Fifth Year)	1 Hour	\$38.07	\$38.07
C.	<u>Electronics Technician II</u>			
(1)	Basic Contract (First Year)	1 Hour	\$33.53	\$33.53
(2)	First Option Year (Second Year)	1 Hour	\$33.68	\$33.68
(3)	Second Option Year (Third Year)	1,872 Hours	\$33.85	\$63,375.05
(4)	Third Option Year (Fourth Year)	3,744 Hours	\$34.06	\$127,504.45
(5)	Fourth Option Year (Fifth Year)	3,744 Hours	\$34.28	\$128,360.66
D.	<u>Electronics Technician I</u>			
(1)	Basic Contract (First Year)	31,824 Hours	\$26.17	\$832,830.31
(2)	First Option Year (Second Year)	24,336 Hours	\$26.28	\$639,458.79
(3)	Second Option Year (Third Year)	18,720 Hours	\$26.41	\$494,408.85
(4)	Third Option Year (Fourth Year)	16,848 Hours	\$26.56	\$447,539.56
(5)	Fourth Option Year (Fifth Year)	16,848 Hours	\$26.74	\$450,458.32
E.	<u>Engineering Technician IV</u>			
(1)	Basic Contract (First Year)	1 Hour	\$40.71	\$40.71
(2)	First Option Year (Second Year)	1 Hour	\$40.89	\$40.89
(3)	Second Option Year (Third Year)	1 Hour	\$41.11	\$41.11
(4)	Third Option Year (Fourth Year)	1 Hour	\$41.36	\$41.36
(5)	Fourth Option Year (Fifth Year)	1 Hour	\$41.64	\$41.64

F. Engineering Technician III

(1) Basic Contract (First Year)	1 Hour	\$32.15	\$32.15
(2) First Option Year (Second Year)	1 Hour	\$32.29	\$32.29
(3) Second Option Year (Third Year)	1 Hour	\$32.46	\$32.46
(4) Third Option Year (Fourth Year)	1 Hour	\$32.65	\$32.65
(5) Fourth Option Year (Fifth Year)	1 Hour	\$32.87	\$32.87

G. Engineering Technician II

(1) Basic Contract (First Year)	1 Hour	\$29.54	\$29.54
(2) First Option Year (Second Year)	1 Hour	\$29.66	\$29.66
(3) Second Option Year (Third Year)	3,744 Hours	\$29.82	\$111,641.40
(4) Third Option Year (Fourth Year)	3,744 Hours	\$29.99	\$112,296.61
(5) Fourth Option Year (Fifth Year)	3,744 Hours	\$30.19	\$113,040.27

H. Engineering Technician I

(1) Basic Contract (First Year)	1 Hour	\$24.22	\$24.22
(2) First Option Year (Second Year)	3,744 Hours	\$24.32	\$91,053.39
(3) Second Option Year (Third Year)	3,744 Hours	\$24.44	\$91,514.28
(4) Third Option Year (Fourth Year)	3,744 Hours	\$24.58	\$92,037.40
(5) Fourth Option Year (Fifth Year)	3,744 Hours	\$24.74	\$92,631.13

I. Computer Systems Analyst III

(1) Basic Contract (First Year)	1 Hour	\$41.74	\$41.74
(2) First Option Year (Second Year)	1 Hour	\$41.89	\$41.89
(3) Second Option Year (Third Year)	1 Hour	\$42.06	\$42.06
(4) Third Option Year (Fourth Year)	1 Hour	\$42.26	\$42.26
(5) Fourth Option Year (Fifth Year)	1 Hour	\$42.48	\$42.48

J. Computer System Analyst II

(1) Basic Contract (First Year)	1 Hour	\$39.84	\$39.84
(2) First Option Year (Second Year)	1 Hour	\$39.98	\$39.98
(3) Second Option Year (Third Year)	1 Hour	\$40.14	\$40.14
(4) Third Option Year (Fourth Year)	1 Hour	\$40.33	\$40.33
(5) Fourth Option Year (Fifth Year)	1 Hour	\$40.54	\$40.54

K. Computer System Analyst I

(1) Basic Contract (First Year)	1 Hour	\$35.93	\$35.93
(2) First Option Year (Second Year)	1,872 Hours	\$36.05	\$67,485.02
(3) Second Option Year (Third Year)	1,872 Hours	\$36.20	\$67,761.48
(4) Third Option Year (Fourth Year)	1,872 Hours	\$36.36	\$68,075.26
(5) Fourth Option Year (Fifth Year)	1,872 Hours	\$36.56	\$68,431.40

L. Maintenance Trades Helper

(1) Basic Contract (First Year)	1 Hour	\$20.06	\$20.06
(2) First Option Year (Second Year)	1,872 Hours	\$20.14	\$37,697.56
(3) Second Option Year (Third Year)	1,872 Hours	\$20.24	\$37,882.47
(4) Third Option Year (Fourth Year)	1,872 Hours	\$20.35	\$38,092.35
(5) Fourth Option Year (Fifth Year)	1,872 Hours	\$20.48	\$38,330.56

2. Travel (When required in accordance with Section D, Travel Reimbursements, of the PWS; and , Clause H.17, Reimbursement of Travel Costs, as specified in the SIR.)

A. Basic Contract (First Year)	Estimated	\$5,000.00
B. First Option Year (Second Year)	Estimated	\$5,000.00
C. Second Option Year (Third Year)	Estimated	\$5,000.00
D. Third Option Year (Fourth Year)	Estimated	\$5,000.00
E. Fourth Option Year (Fifth Year)	Estimated	\$5,000.00

3. Contractor Furnished Property at Contractor's Cost **(When required in accordance with Section A, Place of Performance, Government Furnished Facilities, and Hours of Operation, Paragraph 1.2, Government Furnished Supplies and Equipment, of the PWS; and, Clause G.4, Contractor Furnished Property, as specified in the SIR.)

A. Basic Contract (First Year)	Estimated	\$5,000.00
B. First Option Year (Second Year)	Estimated	\$5,000.00
C. Second Option Year (Third Year)	Estimated	\$5,000.00
D. Third Option Year (Fourth Year)	Estimated	\$5,000.00
E. Fourth Option Year (Fifth Year)	Estimated	\$5,000.00

**Contractor's cost means the net cost to the contractor (after deducting cash or trade discounts, rebates, commissions and other allowances and credits available to the contractor, regardless of date purchased, plus property identified and supported freight or transportation costs, and a nominal handling charge, as specified below for supplies, equipment, or materials acquired by the contractor for performance under this contract.)

For evaluation purposes, 8% handling charge X \$25,000 (total 5-year est. cost) = \$2,000.00

4. Transition Fee (All contractor efforts associated with the transition, in accordance with clause F.1).

Firm-Fixed Price \$1,819.09

5. Miscellaneous Tasks (Miscellaneous tasks accomplished by issuance of task orders in accordance with clause (G.2)

To Be Determined

*Not all labor disciplines listed, under line items 1.A. through L., will be utilized during each contract period. However, in the event that a labor discipline is needed, an annual estimated requirement of at

least one (1) hour has been listed.

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Page 5 (R)

TOTAL ESTIMATED PROPOSED PRICE

Basic Contract (First Year)	\$928,698.82
First Option Year (Second Year)	\$934,438.71
Second Option Year (Third Year)	\$968,413.29
Third Option Year (Fourth Year)	\$990,707.69
Fourth Option Year (Fifth Year)	\$999,950.34

Total for Base Year and All Options	\$4,822,208.84
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PART I - SECTION C
SCOPE OF WORK

C.1 Scope of Work

The contractor shall provide the personnel necessary to perform the required services in accordance with the Performance Work Statement (PWS), listed as Attachment 1 in Part III – Section J.

PART I - SECTION D
PACKAGING AND MARKING

Not Applicable

PART I - SECTION E
INSPECTION AND ACCEPTANCE

3.1-1 Clauses and Provisions Incorporated by Reference (June 1999)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

3.10.4-5 Inspection--Time-and-Material and Labor-Hour (April 1996)

PART I - SECTION F
DELIVERIES OR PERFORMANCE

F.1 Transition Period

- (a) This contract includes a 30-day phase-in period beginning on September 1, 2002, or date of contract award, whichever is later.
- (b) Phase-In: It is essential to the Government that on-going services required under this PWS be performed without interruption. Consequently, it is imperative that transition to full contract performance be accomplished in an efficient manner. The incoming contractor shall prepare a written phase-in plan and coordinate contract phase-in activities with the current contractor. With regard to the successor contractor's access to incumbent employees, a recruitment notice may be placed in each facility.

(c) Phase-Out: At the conclusion of contract performance, the outgoing contractor shall be required to assist in the orderly phase-in of the new provider. When directed by the CO, the outgoing contractor shall develop a recommended transition plan to assist in an effective turnover of on-going work.

(d) Should a contract be awarded with a transition period of less than 30 days, the contract price for the transition period would be adjusted/prorated based on the total number of days remaining in the transition period. For example, a contract award leaving a transition period of only 20 days, would result in an adjusted contract price based on the firm-fixed price dollar amount of line item 4, divided by 30 days, and then multiplied by 20 days.

F.2 Time and Location of Performance

As specified in the PWS.

F.3 Authorized Performance (January 1997)

CLA.0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal task/delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal task/delivery order number and shall be confirmed by issuance of the formal task/delivery order.

F.4 Contract Period (January 1997)

CLA.1604

The effective period of this contract is 1 year from October 1, 2002, or date of award, whichever is later. The base period is followed by four 1-year option periods to be exercised at the sole discretion of the Government.

3.1-1 Clauses and Provisions Incorporated by Reference (June 1999)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

3.10.1-9 Stop-Work Order (October 1996)

3.10.1-11 Government Delay of Work (April 1996)

PART I - SECTION G CONTRACT ADMINISTRATION DATA

G.1 Withholding Payments

The withholding provisions of Clause 3.3.1-5, Section I, are hereby waived.

G.2 Task Order Processing

(a) Task/delivery orders will be issued in order of priority, which may be periodically updated. Concurrent accomplishment of more than one task at a time may be required. The contractor shall perform the tasks in the priority order unless written approval is received from the Contracting Officers' Technical Representative (COTR) to deviate from the priority order.

(b) Task/delivery orders will be issued upon completion of the following sequence of actions:

(1) The Contracting Officer issues a request for task proposal, with a copy of the Task Performance Work Statement attached.

(2) The contractor submits a task proposal to the Contracting Officer including

A proposed management plan;

(ii) A milestone schedule;

(iii) Proposed completion or delivery date;

(iv) Proposed travel costs

(v) A breakdown of the proposed labor hours and costs by category of discipline/skill as shown in Part 1, Section B;

(vi) Proposed direct material costs.

The basis for negotiation of labor costs shall be at the hourly rates established in Part 1, Section B, of this contract.

(3) Each task may be negotiated and when mutual agreement is reached, a task/delivery order will be issued.

(4) The task/delivery order will contain the following Information:

(i) An appropriate delivery order number, a reference to this contract number and the task number;

(ii) A description of the services to be performed represented in a Task performance Work Statement format;

(iii) Any special requirements related to the specific task to be performed;

(iv) Period of performance;

(v) Ceiling (Not-to-Exceed) Price

(c) Task/delivery orders may be issued under this contract by the Contracting Officer at any time within the term of this contract or any extension under the option clause. The contractor will be given a minimum of 10 days to commence work under any task order which may be issued.

(d) Whenever, in the opinion of the Contracting Officer, the need for services is compelling and of unusual urgency, the Contracting Officer may issue a task/delivery order, with a copy of the Task Performance Work Statement attached, directing the contractor to proceed with performance of the work specified. Such task/delivery order will specify a ceiling price. The contractor will proceed with performance of the work required by the task/ delivery order. The contractor will submit a task proposal within 20 days from the date of receipt of the task/delivery order. Following receipt of the contractor's task proposal, negotiations, if required, will be conducted to establish a new ceiling price.

(e) Any completion-type task/delivery order (performance work statement must state a definite goal or target and specify an end product) issued during the term of this contract and not completed within that term shall be governed by the terms of this contract as fully and to the same extent as if completed by the contractor within the term specified in the task/delivery order. The rights and obligations of the contractors and the Government respecting that task/delivery order shall be completed during the effective terms of this contract. This paragraph (e) does not apply to term or level of effort type tasks.

(f) The composite hourly rates paid for all services performed to accomplish the task/delivery order will be those in effect at the time the work is performed. The rates in effect shall be those specified in Section B for the contract period current at the time the work is performed.

G.3 Government-Furnished Property and Services

(a) The Government will provide, without cost to the contractor, the facilities, equipment, and materials defined below. The Government furnished property provided under this contract shall only be used by the contractor and its employees in performance of the contract.

(1) Facilities. The Government will provide facilities at the MMAC or other government leased/owned facilities, which may be at remote locations. Facilities will include utilities; communications; support and maintenance services; office furnishing, equipment and supplies; and computer hardware, software, connectivity, and maintenance as required. When government facilities are not available, the contractor shall be required to provide facilities in accordance with the below clause, entitled, Contractor Furnished Property.

(2) Equipment. The Government will furnish a suitable working environment, e.g., desk, chair, telephone, and access to an appropriate host/personal computer as required in the performance of the contract.

General use office equipment will be available to contractor personnel as needed to perform required work. The Government will not furnish, safety shoes, safety glasses, ergonomic keyboards, or ergonomic chairs.

(3) Materials. The Government will provide the contractor access to all referenced regulations, orders, handbooks, forms, changes, etc., required for performance.

(b) The Government will provide general office supplies required for performance.

G.4 Contractor Furnished Property

(a) The contractor shall provide all personnel, services and supervision necessary to perform the requirements of the contract. The contractor shall provide facilities and related equipment, supplies and services necessary for administrative and office functions associated with contract performance.

(b) Facilities/Equipment/Supplies. In the event adequate space is not available at the MMAC, or other government provided facilities the contractor shall provide the necessary space. This may include all utilities; communications; support and maintenance services; office furnishing, equipment and supplies; and computer hardware, software and connectivity. The Government reserves the right to consent to all contractor-proposed leases and capital non-consumable property/equipment purchases prior to final commitment. The Government upon inspection and acceptance, and receipt of a proper invoice shall reimburse actual cost to the contractor. Disposition of all non-consumable property and equipment shall be in accordance with the Government property clause of the contract.

(c) Materials. The contractor may be required to purchase miscellaneous equipment or materials.

G.5 Option to Extend Services (January 1997)

CLA.0116

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

G.6 Invoicing Procedures - General (January 2002) (Revised)

CLA.0135

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice bi-weekly for performance of services and/or those items of supplies furnished, as follows:

- (1) The original to:
FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913
- (2) Two copies to:
FAA, Mike Monroney Aeronautical Center
NAS, Automation, & Facilities Contract Management Team (AMQ-240)
P.O. Box 25082
Oklahoma City, OK 73125
- (3) Two copies to:
FAA, Mike Monroney Aeronautical Center
David Yount, Contracting Officer Representative, (AMP-210)
P.O. Box 25082
Oklahoma City, OK 73125
- (b) Each invoice shall highlight the following information:
 - (1) Contract number and applicable Delivery Order number.
 - (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
 - (3) Extended totals for invoiced quantities.
- (c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

PART I - SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 Dissemination of Contract Information

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

H.2 Restrictions – Organizational Conflict of Interests

(a) It is hereby agreed that the contractor performing under this contract shall not compete as a prime contractor or as a subcontractor, consultant or otherwise on any hardware or software acquisition which may evolve directly or indirectly from work performed under this contract for a period of three years following completion of this contract. Hardware is defined as any tangible item. Additionally, the contractor or any subcontractor of the contractor agrees not to divulge any information or data acquired or developed through performance of this contract to any affiliates or other sources which may otherwise compete on any hardware or software acquisition which may evolve directly or indirectly from work performed under this contract.

(b) It is also agreed that the contractor will, on those occasions requiring access to proprietary data of other companies, make agreements with such companies to (1) protect their information from unauthorized use or disclosure for as long as it remains proprietary and (2) refrain from using the information for any purpose other than that for which it is intended. Prior to commencement of work on any such effort, the contractor must furnish the COTR copies of all such agreements.

H.3 Restrictions on Disclosure of Information

(a) Working under this contract will involve access by the Contractor to the following:

- (1) Information, such as specifications and engineering requirements, about future FAA procurements in advance of any procurement action.
- (2) Technical information, such as trade secrets, which is proprietary to another person or firm.
- (3) Financial or commercial information concerning another person or firm which is privileged or confidential.

(b) The Contractor shall not disclose, orally or in writing, any advance procurement, proprietary, or confidential information, as stated above in paragraphs (1) through (3), to any person other than FAA employees, employees of the Contractor performing work under the contract, or the Contractor's management and such other persons or firms including subcontractors, as may be designated in writing by the Contracting Officer.

(c) The Contractor shall not use any advance procurement, proprietary, or confidential information for any purpose other than to perform this contract in accordance with its terms.

(d) The Contractor shall obtain from each of its employees performing work under this contract, a written agreement which provides that such employee will not, either during his or her employment by the Contractor or thereafter, disclose to any person other than those listed in paragraph (b) above, or use for any purpose, other than to perform this contract, any advance procurement, proprietary, or confidential information. All such agreements shall be subject to the approval of the Contracting Officer. In addition, the Contractor shall require its employees, through appropriate training and promulgation of company policies and procedures, to comply with the provisions of this clause.

(e) The restrictions of this clause, on the use and disclosure of advance procurement, proprietary, or confidential information, do not apply to any such information if and when it becomes part of the public domain.

(f) The Contractor shall include, or require the inclusion of, the substance of this clause in all subcontracts, including lower tier subcontracts, unless otherwise specified in writing by the Contracting Officer.

H.4 Compliance, Identification, and Security

(a) The contractor shall ensure that his/her employees observe and comply with all FAA/AMP policies, regulations, and procedures concerning fire, safety, environmental protection, sanitation, identification, security, traffic, parking, gratuities, conduct and limited access areas.

(b) The contractor shall be responsible for obtaining a FAA issued identification badge (ID) for each employee upon initial entry to the work site. While on FAA premises, each contractor employee shall wear his/her FAA ID badge at all times in accordance with FAA/MMAC current policies and directives.

(c) Contract employees working with government furnished equipment or within government facilities shall be responsible for compliance with applicable building and physical security requirements. These requirements include, but are not limited to, the use of only authorized entrance and exit points, responsibilities for securing doors, protecting government property from loss, theft, abuse, or damage, and the proper use of telephones.

(d) The contractor shall establish and maintain proper controls to ensure the security of all government materials. All documentation, including all records, schedules, charts, drafts, diagrams, files, documents, etc., developed or purchased by the contractor, at the Government's direction, in performance of this contract, shall become the property of the Government. The contractor shall keep such items secure, current and in a logical and orderly manner, and shall be released to the Government upon request. Those materials considered by the Government to contain controlled or proprietary information shall be maintained in a manner prescribed by the Government.

(e) The contract may require performance in secure areas. Persons requiring access to secure areas shall have the required security clearance and display appropriate ID badges.

(f) Data security shall be provided via terminal restrictions. The contractor shall be responsible for monitoring and controlling its employees' access to automated system databases. A password(s) shall only be used by the employee it is assigned to. Upon termination of employment, the contractor shall request the TM or COTR to delete affected individual's assigned password(s) from the system.

(g) Employees working in certain labor categories, that require specific certification(s), may be required to submit to testing for prohibited drugs.

H.5 Qualification of Employees

The Contracting Officer will provide notice to the Contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The Contractor shall take appropriate action, including the removal of such employees from working on this FAA contract, at their own expense. The contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

H.6 Notification of Criminal Activity by Contract Employee (July 2001)

CLA.0069

Upon learning that contractor personnel with authorized access to FAA facilities/resources has been charged by a law enforcement agency for any criminal offense other than minor traffic offense, the contractor shall provide written notification within one workday to the Contracting Officer. The Contracting Officer (CO) shall then notify the FAA Servicing Security Element (SSE) AMC-700 at the Aeronautical Center in writing. A traffic offense will be considered minor when the maximum fine that could be imposed is \$300 or less. The contractor will be notified of the impact that the charge or results of the charge have on the contractor's affected personnel as soon as a determination is provided to the CO by the SSE.

H.7 Safety and Health (January 1997)

CLA.0090

(a) The Contractor shall assure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The contractor shall also ensure that all employees received appropriate and required safety, health, environmental, and equipment operational training. In fulfilling these requirements, the Contractor shall comply with:

(1) Department of Labor Safety and Health Standards for Construction under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq. and CFR 1960).

(2) Occupational Safety and Health Act of 1970, (Public Law 91-598 and 29 CFR 1960) and applicable rules and regulations as may have been delegated to the States.

(3) Supplemental FAA safety and health requirements contained in FAA Order 3900.19A and Order AC3900.21E, Chg 1, or elsewhere in the contract. Other standards used by FAA include the National Fire

Codes, American National Standards Institute, American Society of Testing and Materials (ASTM), AC 3940.1C (Procedures for handling injury, illness, or fire at the Mike Monroney Aeronautical Center), etc. This list of standards or laws is not inclusive. Other safety and health FAA regulations can be found in the 3900 classification series entitled, "Employee Health and Safety." Other environmental FAA regulations can be found in the 1000 classification series entitled, "Administration, Management, and Policies -- General."

(b) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.

(c) If the Contractor fails or refuses to promptly comply with any safety or health requirement, the Contracting Officer's Technical Representative (COTR) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. If the Contractor fails or refuses to promptly correct the condition, the COTR may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the COTR. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COTR to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

(d) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall be equal to or exceed the level of protection provided to Government employees.

(e) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause.

H.8 Ceiling Price (January 1997)

CLA 0120

Notwithstanding the provisions of AMS 3.3.1-5, Payments under Time-and-Materials and Labor-Hour Contracts, incorporated by reference in Section I, the ceiling price required therein is applicable to and will be established for each task/delivery order issued hereunder and will vary depending on the work to be performed.

H.9 Direct Hourly Labor Rate (January 1997)

CLA 0125

The purpose of this clause is to require the contractor to pay the labor rates which were negotiated and set forth in this contract. It is agreed by the parties that such rates represent adequate compensation to attract the competence levels in each labor category necessary for successful contract performance.

(a) The contractor agrees to pay all employees a direct hourly labor rate for each labor category required by Section B, Schedule of Supplies/Services and Prices/Costs, whose weighted average is no less than 98 percent of the final negotiated direct labor rate (the direct labor portion of the negotiated composite/billing rate) for each labor category.

(b) Weighted averages (i.e., labor dollars paid divided by the direct labor hours billed under each labor category) shall be computed by the contractor on a cumulative basis for each billing period and this information provided to the Contracting Officer in three month intervals, as a minimum.

(c) The contractor shall include a clause substantially the same as this in any subcontract for labor awarded for work under this contract. Wage rates paid to all subcontractor employees performing in the required labor categories are covered by this clause.

(d) Failure to pay the specified weighted average labor rates for each labor category, on a cumulative annual basis, shall constitute a variance from the contract requirements. Any credit to the Government shall be shown on the final invoice for the initial contract term and each renewal option period term.

Credits shall be computed for each labor category on which the cumulative weighted average labor rate is less than 98 percent of the final negotiated direct hourly labor rate. No adjustment shall be made if the weighted average direct hourly labor rate for the labor category exceeds 98 percent of the final negotiated rates.

NOTE:

Prospective contractors must complete the attachment entitled "Negotiated Direct Hourly Labor Rates" and return as part of their proposal/best and final offer.

EXAMPLE

(This example assumes a final negotiated direct labor rate of \$21.50/hr for Skill I, taken from a separate listing of such rates; and a billing rate of \$38.00/hr taken from Section B, Supplies or Services and Prices/Cost. For Skill II, the final negotiated direct labor rate is assumed to be \$18.75/hr and a billing rate of \$32.00/hr.)

<u>Labor Category</u>	<u>Actual Labor Rate Paid</u>	<u>Hours Worked</u>	<u>Total Labor Dollars</u>
Contract Skill I	Employee A - \$22.00	100	\$ 2,200.00
	Employee B - \$20.00	100	2,000.00
	Employee C - \$19.00	100	1,900.00
	Employee D - \$19.50	<u>100</u>	<u>1,950.00</u>
Invoice Total		400	\$ 8,050.00
Previous Totals (All other invoices)		<u>4,000</u>	<u>79,950.00</u>
Cumulative Total		<u>4,400</u>	<u>\$88,000.00</u>

Cumulative Weighted Average: $\$88,000 / 4,400 \text{ hours} = \20.00

Cumulative Amount Billed: $\$38.00 \times 4,400 \text{ hours} = \$167,200$

Contract Skill II	Employee G - \$18.00	100	\$ 1,800.00
	Employee H - \$19.00	100	1,900.00
	Employee J - \$18.50	<u>100</u>	<u>1,850.00</u>
Invoice Total		300	\$ 5,550.00
Previous Totals (All other invoices)		<u>4,000</u>	<u>74,400.00</u>
Cumulative Total		<u>4,300</u>	<u>\$79,950.00</u>

Cumulative Weighted Average $\$79,950 / 4,300 \text{ hours} = \18.59

Cumulative Amount Billed: $\$32.00 \times 4,300 \text{ hours} = \$137,600$

Final Billing Adjustment:

Skill I

Wage ratio 93% ($\$20.00/\21.50), Variance 7% ($100\%-93\%$),

Adjustment 5% ($98\%-93\%$)

Credit to Government \$8,360 ($\$167,200 \times 5\%$)

Skill II

Wage ratio 99% ($\$18.59/\18.75), Variance 1% ($100\%-99\%$),

Adjustment 0% ($98\%-99\%$)

Credit to Government \$-0- ($\$137,600 \times 0\%$)

**H.10 Contract Shutdown Procedures Pending Appropriations
for New Fiscal Year (January 1997)****CLA.1051**

(a) In the event no continuing resolution or permanent appropriation is in place at the outset of the new fiscal year (FY), contractor employees are expected to report for their assigned duties the first workday of that new FY. Absent an appropriation, contract services that are determined by the Government to be non-essential will be shutdown as soon as practical. To implement the shutdown, the Contracting Officer may require the contractor to stop all, or any part, of the work called for under the contract pursuant to AMS clause 3.10.1-9, Stop-Work Order.

(b) This clause does not limit the Government's rights provided by AMS 3.10.6-4, Default, or AMS 3.10.6-1, Termination for Convenience of the Government, clause of the contract.

H.11 Requirements for Screening of Contractor Personnel (July 2001)**CLA.1262**

(a) Contractor Screening of Personnel. The operation of this contract is intended to promote the continued safe and secure operation of Federal Aviation Administration (FAA) facilities, systems and resources that comprise or support the National Aerospace System. Access to most FAA locations, systems and equipment is restricted and controlled by the responsible FAA Servicing Security Element. No rights of access to FAA facilities or resources are conferred to the contractor or contractor personnel by this contract. The contractor is responsible for identifying and providing qualified and acceptable personnel in performance of the contract. To meet this requirement, the contractor shall perform routine personnel screening prior to personnel having access to any FAA facility, resources, or sensitive information.

(1) The contractor shall obtain a criminal history report of the prospective employee from the appropriate state authority, i.e., the state where the individual was last employed. If the criminal history report reveals an occurrence of activity listed in paragraphs 1 through 6 of the contract attachment entitled "Screening Standards-Contractor" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information. Payment of any fees charged for such criminal history reports shall be the responsibility of the contractor. If the cost is included in the price of the contract, it shall be subject to the usual tests of allocability and reasonableness.

(2) The Government expects that the contractor will normally contact prospective employees' previous employer(s) for employment history, and apply the contractor's customary standards for employment suitability. If this employment history check reveals a documented occurrence of activity listed in paragraph 7 of the contract attachment entitled "Screening Standards - CONTRACTOR" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information.

(3) When specific experience or educational requirements apply to personnel performing on the contract, the contractor shall verify prospective employees' claimed experience or educational qualifications.

(b) Government Screening Standards for Contractor Personnel.

(1) The Contractor shall inform prospective employees that the FAA will perform background investigations on contractor personnel prior to their gaining access to any Federal Aviation Administration (FAA) facility, resource or sensitive information/system in performance of the contract.

(2) Prior to placing any employee in a position having access to FAA facilities, resources or sensitive information, the contractor shall provide that employee a copy of the contract attachment entitled "Adjudicative Standards: Issues". (Appendix 6, FAA Order 1600.72). In addition, the contractor must advise the prospective employee of FAA's intent to employ such adjudicative standards in determining employee access as described above.

(3) Any personnel the contractor employs to work on FAA facilities and resources found to have a conviction history within nine (9) years prior to beginning performance under this contract shall be denied

access to any FAA-controlled facility/resource. No access will be granted until the Government's background investigation is complete and a favorable determination made as a result of the adjudication process.

(c) Upon written request to the CO or his/her designated representative, the FAA may waive the screening requirements with respect to:

- (1) a contractor employee that has had a FAA background investigation within the previous five years, with uninterrupted employment and performance on a FAA facility, and a record of acceptable behavior; or
- (2) a contractor employee that has had a FAA background investigation within the previous 12 months, with interrupted employment and performance on a FAA facility, and a record of acceptable behavior.

(d) If in unusual circumstances the contractor finds it necessary to utilize a person that does not meet the requirements of paragraph (a), the FAA may at its sole discretion, grant a waiver to this clause.

Contractor's request

for waiver shall be in writing to the contracting officer, providing information about mitigating circumstances to the negative screening results, and explain why the person should have access to FAA facilities, resources or sensitive information. The FAA will grant or deny the waiver request in writing within 15 days following receipt. The decision to grant or deny the waiver is solely the FAA's, and is not subject to appeal or to the "Disputes" clause of this contract. The contractor understands that access suitability determinations by the responsible Security Servicing Element, although conclusive under this contract, derive legal standing independent of the contract.

(e) If the contractor fails to perform the required screening, or disregards the results of the screening, and subject personnel are found to be unacceptable as a result of FAA background investigation(s), the contractor shall be responsible for FAA's cost of subsequent FAA background investigation(s) of the replacement personnel. The cost of additional FAA background investigation(s) may be deducted from requests for payment under the contract.

(f) The Contractor shall retain all reports and related documentation pertaining to (a)(1) through (3) for the duration of this contract, and shall make them available for review by the contracting officer, or his/her designated representative, within 10 days of written request.

(g) Neither the time required to perform the screening, nor the impact of any personnel action(s) required as a consequence of the screening shall be considered an "excusable delay" as described in the "Default" clause of this contract.

(h) Notwithstanding the diligent effort of the contractor to provide qualified and acceptable personnel for performance of the contract, the CO may by written notice deny access to FAA facilities, resources, or sensitive information to those personnel who have been deemed incompetent, careless, dangerous, unsuitable or otherwise objectionable, former federal employees in violation of a post-employment restriction, or those whose continued presence on Government property is contrary to the public interest or inconsistent with the interest of national security. The Contractor shall fill out, and cause each of its personnel on the contract to fill out for submission to the Government, such forms as may be necessary for security or other reasons relating to qualifications and suitability for contract work. Upon request of the CO, the Contractor's personnel shall be fingerprinted.

H.12 Save Harmless and Indemnity Agreement (January 1997)

CLA.3211

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

H.13 Liability Insurance (January 1997)**CLA.3212**

(a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and Oklahoma State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

(b) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

FAA, Mike Monroney Aeronautical Center
AMT Contract Management Team (AMQ-340)
P.O. Box 25082
Oklahoma City, OK 73125

(e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

H.14 FAA Facility Regulations (July 2001)**CLA.3402**

Contractor personnel, including employees of subcontractors, suppliers, etc., working or visiting an FAA facility, shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

H.15 Government-Issued Keys/Identification Badges and Vehicle Decals (April 2002)**CLA.3403**

(a) It may become necessary for the Government to issue keys, identification (ID) cards or vehicle decals to contractor personnel. Prior to or upon completion or termination of the work required hereunder, the contractor shall return all such government issued items to the issuing office with notification to the Contracting Officer Technical Representative (COTR).

When contract personnel who have been issued such items, either directly by the Government or through the contract supervisor, no longer require them to perform the work, the Government issued items shall be returned to the Government within three workdays. Additionally, unauthorized duplication or use of such keys, ID cards or decals is a violation of security procedures and is prohibited.

(b) In the event such keys, ID cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$200 for each key, ID card, or vehicle decal not returned. If the keys, ID cards, or vehicle decals are not

returned within 30 days from the date the withholding action was initiated, the contractor will forfeit any amount so withheld.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and, for vehicles, a current ramp permit issued pursuant to Part 107 of the Federal Aviation Regulations.

(d) The Government retains the right to inspect, inventory, or audit the ID cards, keys and vehicle decals issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for to the satisfaction of the Government shall be assumed to be lost and the provisions of paragraph (b) shall apply.

(e) Keys shall be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys or identification media shall immediately be reported concurrently to the Contracting Officer (CO), COTR, the Civil Aviation Security Division, AMC-700 and the Office of Facility Management, AMP-300.

(f) Each contract employee, during all times of on-site performance at the Mike Monroney Aeronautical Center, shall prominently display his/her current and valid identification card on the front portion of their body between the neck and waist.

(1) Prior to any contractor personnel obtaining any pass or ID, the contractor shall submit complete documentation required under Clause entitled 3.13-6 Contractor Personnel Suitability Requirements.

(2) To obtain the ID contractor personnel shall submit an Identification Card/Credential Application, (DOT 1681), signed by the employee and authorized by the CO or the COTR. The DOT 1681 shall be submitted at the same time the personnel security investigation paperwork required by Clause entitled 3.13-6 Contractor Personnel Suitability Requirements, is submitted. The DOT 1681 shall contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. This paperwork shall be submitted to the Civil Aviation Security Division, AMC-700 in the Airmen Records Building (ARB), Rm. 124, by the contractor, in a sealed envelope, either hand-carried by the contractor or sent via U.S. Mail to: FAA, Civil Aviation Security Division, AMC-700, P.O. Box 25082, Oklahoma City, OK 73125. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Aeronautical Center guards in the Headquarters Building, Room 151. Arrangements for processing the Identification Cards, including photographs and lamination, can be made by contacting the Aeronautical Center security guards at 405-954-4620.

(3) The contractor is responsible for each ID card issued for their personnel. The project manager can receive ID cards by signing the back of the DOT Form 1681 for all new applicants. ID cards may be issued to the applicant upon receipt of a completed DOT Form 1681 that has been approved by AMC-700 and signed by the project manager and the applicant on the back of the form. Each DOT Form 1681 will be retained by the Government for accountability purposes.

(g) The contractor is responsible for ensuring final clearance is accomplished for all departing contract personnel. Final clearance will be accomplished by close of business the final workday of the contract employee or the next day under special conditions. Aeronautical Center Form AC 3370-2, Contract Employee Clearance Form will be completed by the contractor and copies will be distributed to the COTR, CO, and AMC-700 after completion.

H.16 Contract Performance with Former Government Employees (January 2000) CLA.4527

(a) After contract award or the effective date this clause is incorporated into the contract by modification, the Contractor agrees not to allow any former Government employee, who separated from Government

service with a Voluntary Separation Incentive Payment (VSIP), to perform work on this contract before receipt of non-objection by the Contracting Officer.

(b) The contractor shall notify the Contracting Officer in advance of any proposed work or change in work to be done under this contract by a former government "buyout" employee. Such written notification shall include:

- 1) employee's full name and date of separation from Government service,
- 2) name and location of former Government agency of employment, and
- 3) either evidence of any one of the following:
 - (i) repayment of the separation incentive or a court approved settlement, or
 - (ii) a waiver of repayment granted under authority of the statute(s) or
 - (iii) that five years have lapsed since separation from government service; or
- 4) proposed job title, work location and "a detailed statement of work to be performed by the former employee" under the contract

(c) The contracting officer's non-objection described in (a) above is at the sole discretion of the Government. In no event shall the Government's decision under (a) above with respect to any person, or the length of time to arrive at the decision, constitute grounds for adjustment of the contract price, or the contract performance or delivery requirements.

H.17 Reimbursement of Travel Costs (January 2002)

CLA.4531

This clause governs the payment of travel expenses as a direct contract cost, as differentiated from indirect travel cost or Company travel that would be governed by the Contractor's internal travel policies. The FAA will reimburse the contractor for travel costs, as specified in this clause, that are required, approved and incurred by contractor personnel traveling outside the commuting range of their assigned work location in performance of this contract.

(a) Travel under this clause must be funded under the contract/order and then authorized in advance by the Contracting Officer or Contracting Officer's Technical Representative before travel costs are charged as a direct contract cost. Transportation, lodging and subsistence expenses shall be separately identified by individual, by trip for reimbursement. Proof of the contractor's actual purchase price is required for commercial transportation, lodging and any other items to be reimbursed at actual cost. Unless directed otherwise, in writing, subsistence cost (meals and incidental expenses) shall be billed and paid on the per diem basis specified below.

(b) Government reimbursements shall not exceed lodging, subsistence or per diem and other rates authorized for the travel destination by the Federal Travel Regulations, FTR as amended, issued by the General Services Administration (GSA) and maintained on their Website. Reimbursement for common-carrier fares shall be limited to actual cost of the lowest economy, standard, coach, or equivalent fare offered during normal business hours, plus customary agent fees. Any other common-carrier charges, reimbursement for private or corporate air travel or use of rental cars must be included in an advanced written authorization to travel. Expenses for transportation by private or corporate vehicles shall be reimbursed on a mileage basis at the GSA transportation rates in effect at the time the travel is accomplished, plus necessary tolls in lieu of actual expenses of such travel.

(c) The contractor shall not be entitled to reimbursement under this clause for any travel costs associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or for travel to and from the normal assigned work locations. All claims for reimbursement are subject to Government cost principles, i.e. allowable, reasonable and allocable requirements.

(d) Travel costs for transportation, lodging, per diem or subsistence and other related expenses shall not be burdened by any profit. Nominal handling charges for reservations, tickets, and receipts may be charged for travel under this clause to the extent specified in the contract/order price schedule or payment clause elsewhere in this contract.

H.18 Agreement to Participate in Alternative Dispute Resolution (April 1998)**CLA.4540**

- (a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.
- (b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.19 3.13-6 Contractor Personnel Suitability Requirements (July 2001)
(As revised 7/25/01)**CLA.4543****(a) Definitions.**

- (1) Access - In general the term "access" is defined as the ability to physically enter or pass through an FAA area or a facility; or having the physical ability or authority to obtain FAA sensitive information, materials or resources. In relation to classified information, the ability, authority or opportunity to obtain knowledge of such information or materials.
- (2) Classified information - means official information or material that requires protection in the interest of national security and is classified for such purpose by appropriate classification authority in accordance with the provisions of Executive Order 12958, Classified National Security Information, in accordance with the provisions of Executive Order 12968, Access to Classified.
- (3) Contractor employee as used for personnel security - any person employed as or by a contractor, subcontractor or consultant in support of the FAA.
- (4) FAA Facility as it applies to personnel security - any manned or unmanned building, structure, warehouse, appendage, storage area, utilities, and components, which, when related by function and location form an operating entity owned, operated, or controlled by the FAA.
- (5) Operating Office - a FAA line of business, an office or service in FAA headquarters, or a FAA division level organization in a region or center.
- (6) Resources - FAA resources include a physical plant, information databases including hardware and software, as well as manual records pertaining to agency mission or personnel.
- (7) Sensitive Information - any information which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Sensitive data also includes proprietary data.
- (8) Servicing Security Element - the FAA headquarters, region, or center organizational element, which is responsible for providing security services to a particular activity.
- (b) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have access to FAA: (1) facilities, (2) sensitive information, and/or (3) resources regardless of the location where such access occurs, and none of the exceptions listed in FAA Order 1600.72, Chapter 4, paragraph 403g, 403i-1 and/or 409, pertain.

(c) Consistent with FAA Order 1600.72, the FAA Servicing Security Element (SSE) has approved designated risk levels for the following positions under the contract:

<u>Position(s)</u>	<u>Risk Level</u>
All	Level 5 (Moderate Risk)

(d) Not later than 30 days after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, provided, no previous background investigations can be supported as described below, the contractor shall submit the following documentation to the SSE for an employment suitability determination.

(1) Standard Form (SF) 85P, Questionnaire for Public Trust Positions, revised September 1995. The SF 85P shall be completed (all questions answered) in accordance with the instruction sheet.

(2) One single sheet fingerprint card (FD-258). The FAA SSE will provide information pertaining to the location of fingerprinting facilities. All fingerprint charts shall be written in ink or typewritten with all answerable question blocks completed, and shall be signed and dated within the 60-day period preceding the submission.

(3) The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and shall serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72. If an employee has had a previous background investigation completed by a federal Government entity, which meets the requirements of Chapter 4 of FAA Order 1600.72, it will be accepted by the FAA, however, the FAA reserves the right to conduct further investigations, if necessary. For each employee for which a previous background investigation was completed the Contractor shall provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity and approximate date the previous background investigation was completed.

(4) The Contractor shall submit the required information with a transmittal letter referencing the contract number and this request to:

Mike Monroney Aeronautical Center Contracts:
Mgr., Investigations and Internal Security Branch, AMC-700
Federal Aviation Administration
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

(5) The transmittal letter shall also include a list of the names of employees and their positions for which completed forms were submitted to the SSE pursuant to this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.

(e) The contractor shall submit the information required by Section (d) of this Clause for any new employee not listed in the Contractor's initial thirty (30) day submission who is hired into any position identified in Section (c) of this Clause.

(f) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work. However, if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:

(1) the submittal of all necessary forms within 30 days, and

(2) completion of a suitability investigation by the SSE, subject to the following conditions:

NONE

(3) If the necessary forms are not submitted by the Contractor to the SSE within 30 days of the effective date of the modification, the contractor employee shall be denied access to FAA facilities, sensitive information and/or resources until such time as the forms are submitted.

(g) As applicable, the Contractor shall submit quarterly reports providing the following information to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth day following each report period: A complete listing by full name in alphabetical order with the social security number, of all contractor personnel who had access to an FAA facility, sensitive information and/or resources anytime during the report period (social security number shall be omitted from CO and Operating Office copies of report(s)).

(1) In addition to the above mentioned quarterly report requirements, the Contractor shall submit to the SSE on or before the fifth day of each month, any employment changes made during the reporting period. Examples of such changes are terminations (to include name, SSN, termination date), new hires (to include name, SSN, hire date), and name changes. All lists should be in alphabetical order and have the name of the Contractor and the contract number.

(h) The Contractor shall notify the CO within one (1) day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the Contractor shall provide, or cause each of its employees to provide such security information to the SSE, and the same transmittal letter requirements of Section (d) of this Clause shall apply.

(j) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 4, paragraph 403g, 403i-1, and 409 of FAA Order 1600.72 do not apply.

H.20 Foreign Nationals as Contractor Employees (July 2001)

CLA.4544

(a) All contractor personnel involved with the performance of this contract requiring access as defined by the Clause entitled 3.13-6 Contractor Personnel Suitability Requirements, in performance of this contract, shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Copies of applicable documentation must be available to appropriate Federal Officials upon request.

(b) Aliens and foreign nationals proposed under this contract who have access to FAA sensitive information, facilities and/or resources must meet the following conditions in accordance with FAA Order 1600.72, chapter 4, paragraph 407: (1) must have resided within the United States for 3 consecutive years of the last 5 years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72, chapter 4, paragraph 409(b)(3); (2) a risk or sensitivity level designation can be made for the position; and (3) the appropriate security screening can be adequately conducted.

H.21 Security Forms Submittal Requirements (July 2001)**CLA.4545**

- (a) The contractor shall submit complete (meaning every blank filled in), accurate (to the best of their knowledge) and timely (within the time frame specified in the Clause entitled 3.13-6 Contractor Personnel Suitability Requirements) security forms with the required transmittal letter to the appropriate Servicing Security Element (SSE). A copy of the transmittal letter shall also be provided to the Contracting Officer.
- (b) The applicable security forms are located on the Internet at <http://www.mnmac.jccbi.gov/amq/security.htm> except for the Fingerprint Charts (Form No. FD-258) and ID Card Applications (DOT Form 1681) which will be provided by the COTR after contract award.
- (c) Any discrepancies/incomplete forms shall be returned to the contractor's Project Manager or in lieu thereof, to the Government's Contracting Officer's Technical Representative (COTR) for return to the contractor.
- (d) Failure on the contractor's part to submit complete, accurate and timely information (in whole or in part) may be grounds for termination under the Default clause of this contract.

**PART II - SECTION I
CONTRACT CLAUSES**

3.2.2.3-75 Requests for Contract Information (April 2002)

Any contract resulting from this SIR will be considered a public document, subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552. Unless covered by an exemption described in the Act, all information contained in the contract, including unit price, hourly rates and their extensions, may be released to the public upon request. Offerors are therefore urged to mark any sensitive documents submitted as a result of this Screening Information Request SIR that may be deemed as trade secrets, proprietary information, or privileged or confidential financial information.

3.2.4-16 Ordering (October 1996)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the effective period of the contract, as stated in the schedule.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

3.2.4-17 Order Limitations (October 1996)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 80 hours, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor-
 - (1) Any order for a single item in excess of 50,000 hours;

- (2) Any order for a combination of items in excess of 100,000 hours; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

3.2.4-34 Option to Extend Services (April 1996)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

3.2.4-35 Option to Extend the Term of the Contract (April 1996)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract, provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5-years.

3.2.5-12 Notice of Employment of Former United States Government Employees (Service Contracts) (November 1997)

- (a) This clause implements the Federal Workforce Restructuring Act of 1994 ("Buyout"), P.L. 103-226. The following requirements apply to any contract, task order, or other arrangement for service contracts entered into after March 30, 1994 and immediately upon knowledge of such arrangements.
- (b) The offeror shall provide, along with the submittal, the following notice and certification of employment of employee(s) who were previously employed by the United States Government and received the voluntary separation incentive payment ("buyout"). This notice is required immediately upon the Contractor's knowledge at any time during the contract period. The Contractor shall provide notice to employees that in accordance with the buyout legislation, the buyout employee performing on a personal service contract for the United States Government is required to repay the buyout incentive.

NOTICE OF EMPLOYMENT OF FORMER UNITED STATES GOVERNMENT EMPLOYEES (SERVICE CONTRACTS)

The following individuals are former United States Government employees who are presently employed by _____ [company name].

Employee's Name	Former Agency of Employment	Description of Contract Task	Subcontractor	Date of Separation from Agency

☒ This company has not hired and does not intend to hire any former United States Government employees who took the buyout.

Contractor's Certification

On behalf of **FOUR WINDS Services, Inc.** _____ [company's name] I certify that the above information is accurate and complete to the best of my knowledge.

Robert A. Carver
Robert A. Carver President & CEO

[Name of Company Representative]

Contracting Officer's Certification

I have reviewed the above information and have determined that:

_____ The buyout legislation has not been violated

_____ The employment is in violation of the buyout legislation and the employee is required to repay the incentive payment. The contractor shall remind the employee of his/her obligation to pay.

[Contracting Officer's Name]

Date

3.3.1-10 Availability of Funds (April 1996)

Funds are not presently available for this contract. The FAA's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)

Funds are not presently available for performance under this contract beyond the current governmental fiscal year. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the current governmental fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

3.6.1-7 Limitations on Subcontracting (August 1997)

By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for:

- (a) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the prime contractor.
- (b) Supplies (other than procurements from a regular dealer in such supplies). The prime contractor shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (c) General construction. The prime contractor shall perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (d) Construction by special trade contractors. The prime contractor shall perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

Compute small business subcontracting labor cost percentages as follows:

	Contractor	Subcontractor
Direct Labor	\$ 262,218.40	\$ 250,197.84
Allowable Overhead	99,462.15	97,299.16
Subtotal	(A) 361,680.55	(B) 347,497.00
Labor G&A @ 6 %	21,700.83	20,849.82
Total Labor Costs	(C) 383,381.38	(D) 368,346.80

To calculate the subcontracting percentage, first add Direct Labor and Allowable Overhead and enter the figures for the contractor in space (A) and for the subcontractor (if available)* in space (B).

Next, calculate Labor G & A by multiplying the G & A rate by the subtotal figure in space (A). Calculate subcontractor Labor G & A by multiplying the subcontractor's G & A rate by figure (B). Add the Labor G & A to the Subtotal and record that figure in the spaces for Total Labor Costs (C) and (D).

Now, using the formula $(D)/(C) + (D)$, calculate the subcontracting labor cost percentage.

*You need to be comparing as like figures as possible; therefore, if you have a breakdown of the subcontractor's costs, use it in the formulation above. If you do not have a breakdown of the subcontractors' costs, you should use the Total Subcontracting Amount for item (D), though you should still breakdown the contractor's costs.

3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns (April 2000) (Revised)

(a) Offers are solicited only from "eligible socially and economically disadvantaged business (SEDB)" concerns. As used herein, an "eligible SEDB" concern is a small business concern expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program and which meets the following criteria at the time of release of the initial SIR or public announcement (if issued), whichever is first:

- (1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
- (2) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action direct by the SBA.

(b) By submission of its offer, the offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) (1) Agreement. A manufacturer or regular dealer submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands. However, this requirement does not apply in connection with construction or service contracts.

(2) The President & CEO, Roberta Carver [Offeror insert name here] will notify the FAA Contracting Officer, in writing, immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(d) In addition to the above requirements, firms must have responded and been notified, that they met all of the criteria as specified in the FAA's second down-select SIR which was issued on April 2, 2002, and closed on April 9, 2002.

3.6.2-29 Statement of Equivalent Rates for Federal Hires (April 1996)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: It Is Not a Wage Determination

<u>Employee Class</u>	<u>Monetary Wage- Fringe Benefits</u>
Technical Manager, FV-856-13	<u>\$28.47</u>
Electronics Technician III, FG-856-11	<u>\$19.97</u>
Electronics Technician II, FG-856-9	<u>\$16.51</u>
Electronics Technician I, FG-856-7	<u>\$13.49</u>
Engineering Technician IV, FG-802-11	<u>\$19.97</u>
Engineering Technician III, FG-802-9	<u>\$16.51</u>
Engineering Technician II, FG-802-7	<u>\$13.49</u>
Engineering Technician I, FG-802-5	<u>\$10.89</u>
Computer Systems Analyst III, FG-2210-12	<u>\$23.93</u>
Computer Systems Analyst II, FG-2210-11	<u>\$19.97</u>
Computer Systems Analyst I, FG-2210-9	<u>\$16.51</u>
Maintenance Trades Helper, FG-334-7	<u>\$13.49</u>

3.8.2-17 Key Personnel and Facilities (July 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

Technical Manager

3.9.1-2 Protest After Award (August 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

3.1-1 Clauses and Provisions Incorporated by Reference (June 1999)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

3.1.8-1 Cancellation, Recession, and Recovery of Funds for illegal or Improper Activity (September 2000)

3.1.8-2 Price or Fee Adjustment for Illegal or Improper Activity (September 2000)

3.2.2.3-8 Audit and Records (April 1996)

3.2.2.3-32 Waiver of Facilities Capital Cost of Money (April 1996)

3.2.2.3-33 Order of Precedence (January 1999)

3.2.2.7-6 Protecting the Government's Interest when subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)

3.2.4-19/alt1 Requirements Alternate I (October 1996)

3.2.5-1 Officials Not to Benefit (April 1996)

3.2.5-3 Gratuities or Gifts (January 1999)

3.2.5-4 Contingent Fees (October 1996)

3.2.5-5 Anti-Kickback Procedures (October 1996)

3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)

3.2.5-11 Drug Free Workplace (April 1996)

3.3.1-1 Payments (April 1996)

3.3.1-5 Payments under Time-and-Materials and Labor-Hour Contracts (April 2001)

3.3.1-5 Payments under Time-and-Materials and Labor-Hour Contracts Alternate II (October 1996)

3.3.1-6 Discounts for Prompt Payment (April 1996)

3.3.1-8 Extras (April 1996)

3.3.1-9 Interest (April 1996)

3.3.1-15 Assignment of Claims (April 1996)

3.3.1-17 Prompt Payment (August 1998)

3.3.1-25 Mandatory Information for Electronic Funds Transfer (EFT) Payment – Central Contractor Registration (CCR) (June 2001)

3.3.2-1 FAA Cost Principles (October 1996)

3.4.1-10 Insurance—Work on a Government Installation (July 1996)

3.4.1-13 Errors and Omissions (July 1996)

3.4.2-6 Taxes—Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)

3.4.2-8 Federal, State, and Local Taxes—Fixed Price Contract (April 1996)

3.6.2-1 Contract Work Hours and Safety Standards Act—Overtime Compensation (April 1996)

3.6.2-2 Convict Labor (April 1996)

3.6.2-9 Equal Opportunity (August 1998)

3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (January 1998)

- 3.6.2-13 Affirmative Action for Workers With Disabilities (April 2000)
- 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (January 1998)
- 3.6.2-16 Notice to the Government of Labor Disputes (April 1996)
- 3.6.2-28 Service Contract Act of 1965, as Amended (April 1996)
- 3.6.2-30 Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (April 1996)
- 3.6.3-2 Clean Air and Clean Water (April 1996)
- 3.6.4-10 Restrictions on Certain Foreign Purchases (April 1996)
- 3.8.2-10 Protection of Government buildings, Equipment, and Vegetation (April 1996)
- 3.8.2-11 Continuity of Services (April 1996)
- 3.9.1-1 Contract Disputes (August 1999)
- 3.10.1-7 Bankruptcy (April 1996)
- 3.10.1-14 Changes—Time and Materials or Labor Hours (April 1996)
- 3.10.1-22 Contracting Officer's Technical Representative (July 1996)
- 3.10.2-3 Subcontracts (Time-and-Materials and Labor-Hour Contracts) (April 1996)
- 3.10.2-6 Subcontracts for Commercial Items and Commercial Components (April 1996)
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)
- 3.10.6-3 Termination (Cost-Reimbursement) Alternate IV (October 1996)
- 3.10.6-4 Default (Fixed-Price Supply and Service) (October 1996)
- 3.10.6-7 Excusable Delays (October 1996)
- 3.13-2 Security Requirements (April 1996)

PART III - SECTION J
LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1.	Performance Work Statement	3/08/02	14
2.	Department of Labor Wage Determination No. 1994-2432, Revision No. 14	6/07/2002	8
3(R).	Negotiated Direct Hourly Labor Rate	None	1
4.	Adjudicative Standards: Issues	7/01	1
5.	Screening Standards-CONTRACTOR	7/01	1
6.	Business Declaration	1/01	1

March 08, 2002

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

PERFORMANCE WORK STATEMENT

MIKE MONRONEY AERONAUTICAL CENTER (MMAC)

Office of Facility Management - NAS Technical Services Division

PERFORMANCE WORK STATEMENT (PWS)

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Part I – General Information

A. Introduction

1.0 INTRODUCTION

This effort requires a Support Services Contractor to provide technical and management support services for the Mike Monroney Aeronautical Center (MMAC) Office of Facility Management NAS Technical Services Division (AMP-200).

1.1 SCOPE

The contractor shall provide experienced, qualified management and technical personnel to assist the Office of Facility Management NAS Technical Services Division (AMP-200). The contractor shall make available all personnel and services necessary to assist the FAA Mike Monroney Aeronautical Center in accomplishing its mission. The contractor may also be required to interface with other contractors, commercial companies, equipment manufacturer representatives, engineers, and various agencies, and various FAA organizations relative to maintenance, enhancements, and performance of assigned equipment as directed by the FAA.

B. Applicable Documents

2.0 DOCUMENT LISTING (None)

2.1 ORDER OF PRECEDENCE

Any conflicts between the contract schedule, attachments and/or this Performance Work Statement shall be resolved as described in Section I, clause 3.2.2.3-33, Order of Precedence.

C. Acronyms/Terms

3.0 ACRONYMS/TERMS

The following acronyms/terms apply to this PWS:

a. COR	Contracting Officer's Representative
b. COTR	Contracting Officer's Technical Representative
c. FAA	Federal Aviation Administration
d. GFE	Government Furnished Equipment
e. IPT	Integrated Product Team
f. NAS	National Air Space
g. MMAC	Mike Monroney Aeronautical Center
h. PWS	Performance Work Statement

Part II – Requirements

A. Work Requirements

1.0 PROGRAM MANAGEMENT

The contractor shall efficiently and effectively manage performance under this contract to ensure that all the necessary technical and administrative planning, organizing, managing, coordinating, tracking, resource management and subcontract management required to perform the tasks outlined in this PWS are successfully completed.

1.1 TECHNICAL SUPPORT TASKS

The contractor shall be responsible to provide specialized skills and knowledge for installation, modification, alignment, calibration, malfunction analysis and repair, operational requirements, testing integration, and logistics for various FAA NAS equipment. Work shall include but not be limited to the following types of equipment:

- a. Radar
- b. Automation and Computers
- c. Navigational Aids
- d. Communications
- e. Facility Environmental
- f. Visual Navigational Aids
- g. Electrical Power
- h. Weather
- i. Mechanical/Structural
- j. Automatic Test Equipment
- k. Presentation Systems

1.1.2 A Special Project is defined as any work supporting the NAS Technical Services mission that meets the following criteria:

- a. Limited duration period of performance, or is a one-time requirement.
- b. Requires expertise, products, or capabilities not available from the Contractor's existing assigned resources.

A Special Project could include (but is not limited to) work such as systems analysis, design, test, evaluation, installation, repair, software development, prototype production, limited production, or equipment/materials acquisition.

Upon Government determination that proposed work is a Special Project, the Contractor shall submit an appropriately detailed project plan and a proposed budget to complete the work. The project plan shall include the planned method of accomplishment and schedule. Work accomplishment plans may include Contractor use of temporary employees, consultants, or subcontractors. If approved by the Government, the Contractor shall be tasked to perform the work as specified.

1.1.3 Contractor personnel will have access to similar documentation and information as the Government personnel in the NAS Technical Services Division, AMP-200, except for proprietary information. Work performed under this contract may involve access to information including specifications, engineering requirements, cost estimates and other sensitive data in advance of procurement actions. The Contractor

shall not release or communicate any such information or data, whether verbal or written, to any unauthorized persons. The Contractor shall sign any disclosure and procurement integrity statements as may be required by the Government.

1.1.4 The Contractor shall be responsible for task assignments issued by the Office of Facility Management NAS Technical Services Division (AMP-200). The COTR will make task assignments. Work will be managed and accomplished to meet all requirements specified in this PWS and the specific task assignment. The Contractor shall maintain and submit records of labor time and work activities as specified in the task assignment. The Contractor shall coordinate all work requirements and work-flow scheduling with the COTR.

The Contractor shall never accept work it considers to be outside the scope of the contract. If the Contractor has any doubt the requested work is within the scope of the contract he shall discuss it with the CO. The Contractor may even discover problem areas while doing work and initiate additional work with approval by the COTR. The Contractor shall never provide additional personnel nor do anything that they consider would warrant an increase in payment without first obtaining CO approval.

1.1.5 The contractor shall be required to review all technical documents, and provide feed back to the Office of Facility Management NAS Technical Services Division (AMP-200) as required.

1.1.6 The Contractor shall participate in Contract Status Reviews when requested by the COTR. The Contractor shall provide an oral or written report as requested by the COTR, which includes status and schedule of individual projects, problem areas and possible resolutions, and Contractor personnel status.

1.2 ADMINISTRATIVE SUPPORT TASKS

1.2.1 The contractor shall be responsible for controlling the storage area assigned by the government. This consists of keeping a current count on stock levels and informing the COR/COTR, or designated government representative, when levels are low or restocking is required.

B. Staffing Requirements

2.0 PERSONNEL

The contractor shall provide the staffing required for on-site management and operations support of the Office of Facility Management NAS Technical Services Division (AMP-200). Additional personnel may be needed in times of heavy workload, unique or special projects, or when specific expertise is required for consultation, engineering and design services. The Contractor shall only assign personnel to this contract who have the professional experience and other qualifications necessary to perform the tasks required in this PWS.

2.1 GENERAL REQUIREMENTS

2.1.1 Government Review of Proposed Contractor Personnel.

a. New Personnel. The Contractor shall provide the Government with a resume and any applicable professional qualification documents (i.e., diplomas, licenses, training certificates, etc.) for personnel proposed for assignment to this contract. The Government shall review submitted

documents to ensure that personnel qualifications meet contract requirements. The Government may request additional documentation or clarifications substantiating individual qualifications if deemed necessary. Government approval of individual qualifications is required prior to assignment of that individual to the contract.

b. Incumbant Personnel. Contractor personnel who have been providing services to the NAS Technical Services Division under an existing predecessor contract are automatically deemed to be qualified to continue providing the same type services in the same labor category as assigned. The Contractor shall submit the name and labor category of such incumbent personnel proposed for assignment to this contract to the Government for review of satisfactory performance. The Government shall approve or disapprove assignment of these incumbent personnel to the new contract.

2.1.2 Waiver of Experience and Qualification Requirements.

The Contractor may request the Government to waive mandatory experience and/or other qualification requirements for personnel proposed for assignment to this contract. Waiver requests shall identify the requirement(s) for which the waiver is being requested and provide an explanation of how the requirement(s) have been satisfied by other means. At its sole discretion, the Government may approve or disapprove waiver requests.

2.1.3 Removal of Contractor Personnel.

The Government may withdraw a previously issued approval of assignment of Contractor personnel to this contract and direct that the individual be removed from the contract based on the individual not meeting Government expectations or requirements for personal, professional, or performance standards.

2.1.4 Changes to Staffing Levels.

The Government may at any time direct the Contractor to either increase or decrease the numbers of assigned Contractor employees in any particular contract labor category, or assigned to the contract as a whole. Funding availability changes in workload levels, or changes in workload technical requirements may cause such changes. The Contractor shall obtain prior approval from the COTR before filling vacant positions.

2.2 ON-SITE STAFFING

It is anticipated that only the following labor categories will be necessary to perform the work required. At a minimum, the contractor shall provide personnel as follows:

2.2.1 On-Site Technical Manager. The Contractor shall assign a full-time Technical Manager to this contract. The Technical Manager shall be responsible for the management and coordination of contract performance, and for providing technical guidance and supervision of all assigned Contractor personnel. The Technical Manager shall serve as the Contractor's central point of contact with the FAA Contracting Officer Technical Representative (COTR) in all matters related to contract performance.

Should the Technical Manager be temporarily absent, the Contractor shall designate an alternate in writing to the COTR.

2.2.2 Electronic Technician III (23183) per D.O.L Listing

2.2.3 Electronic Technician II (23182) per D.O.L Listing

2.2.4 Electronic Technician I (23181) per D.O.L Listing

2.2.5 Engineering Technician IV (29084) per D.O.L Listing

- 2.2.6 Engineering Technician III (29083) per D.O.L Listing
- 2.2.7 Engineering Technician II (29082) per D.O.L Listing
- 2.2.8 Engineering Technician I (29081) per D.O.L Listing
- 2.2.9 Computer Systems Analyst III (03103) per D.O.L Listing
- 2.2.10 Computer Systems Analyst II (03102) per D.O.L Listing
- 2.2.11 Computer Systems Analyst I (03101) per D.O.L Listing
- 2.2.12 Maintenance Trades Helper (23580) per D.O.L Listing

2.3 EXPERIENCE/EDUCATION

2.3.1 Technical Manager.

a. Experience. At least five years experience in managing an electronics activity and supervising a technical staff including technicians and engineering support personnel is required. At least three years management experience in providing direct technical support for FAA equipment and systems is highly desired. Experience in managing and providing technical support for previous FAA contracts is also highly desired.

b. Knowledge. Specialized knowledge of FAA systems, equipment, procedures, and operations is highly desired. Familiarity with government contract administration rules and procedures is required.

c. Education. An associate degree in electronics or engineering technology, or completion of equivalent formal technical training courses is required.

2.3.2 Electronics Technician

This labor category includes the following levels and associated required years of experience:

<u>Category/Level</u>	<u>Years of Experience</u>
Electronics Technician III	6
Electronics Technician II	4
Electronics Technician I	2

a. Experience (All Levels) Practical experience in an electronics technician position is required. This experience must include troubleshooting, repairing, calibrating, and testing electronic systems and equipment.

b. Knowledge (All Levels) Specialized knowledge of FAA systems, equipment, procedures, and operations is highly desired. Knowledge is required in: interpreting technical engineering documents; troubleshooting and repairing electronic systems, subsystems, and components to include wiring, cables and circuit cards; and in calibrating and testing electronic systems, subsystems, and components.

c. Education (All Levels) An associate degree in electronics or engineering technology, or completion of equivalent formal technical training courses, is required.

2.3.3 Engineering Technician

This labor category includes the following levels and associated required years of experience:

<u>Category/Level</u>	<u>Years of Experience</u>
Electronics Technician IV	8
Electronics Technician III	6
Electronics Technician II	4
Electronics Technician I	2

a. Experience (All levels) Practical experience in an engineering support position is required. This experience must include troubleshooting, repairing, calibrating, testing, and installing electronic and Electro-mechanical systems and equipment.

b. Knowledge (All levels) Specialized knowledge of FAA systems, equipment, procedures, and operations is highly desired. Knowledge is required in: interpreting technical engineering documents; assisting in the design, assembling, troubleshooting, and repairing of electronic and Electro-mechanical systems, subsystems, components, test fixtures, and prototypes; developing and performing equipment and component calibration, test, and certification processes; and in installing equipment and modifications.

c. Education (All levels) An associate degree in electrical or engineering technology, or completion of equivalent formal technical training courses, is required.

2.3.4 Computer Systems Analysts

This labor category includes the following levels and associated required years of experience:

<u>Category/Level</u>	<u>Years of Experience</u>
Computer Systems Analysts III	6
Computer Systems Analysts II	4
Computer Systems Analysts I	2

a. Experience (All levels) Experience in performing computer systems analyses, and in designing, developing, testing, implementing, documenting, and maintaining administrative and technical computer software applications and databases is required. At least one-year experience working in a UNIX environment is desired.

b. Knowledge (All levels) Knowledge of computer systems hardware, systems software, and applications and database development tools is required. Specialized knowledge of Solaris, AIX, UNIX, MS Windows, and MS applications and database development tools (Excel, Access, Visual Basic, etc.) is desired.

c. Education (All levels) An associate degree in Computer Science or Management of Information Systems, or completion of equivalent formal technical training courses, is required.

2.3.5 Maintenance Trades Helper

The Maintenance Trades Helpers must each must be a high school graduate or equivalent and be qualified in their specific area of expertise as outlined in the Department of Labor listing [23580].

C. Training Requirements

3.0 General

The Contractor shall provide a comprehensive employee development plan for both on-the-job and formal training. The On-Site-Supervisor or Contractor's Program Manager shall administer this plan.

3.1 CONTRACTOR PROVIDED TRAINING

Training that is to the primary benefit of the contractor or the employee and does not have a direct benefit to the Government. This training may not be charged to the contract.

3.2 GOVERNMENT PROVIDED TRAINING

The FAA may pay the direct hourly charges associated with the number of hours spent by the contractor's employee(s) in training if authorized by the Contracting Officer.

D. Travel Requirements

4.0 REQUIRED TRAVEL

The contractor may be required to travel in support of the Office of Facility Management NAS Technical Services Division (AMP-200). The COR/COTR or designated government representative shall approve all travel in advance.

4.1 TRAVEL REIMBURSEMENT

4.1.1 The Government will reimburse the contractor for travel and per diem costs associated with performance of this contract where such travel has been approved in advance. The contractor shall not be reimbursed for any unauthorized travel.

a. The FAA will reimburse the contractor for actual subsistence and travel costs required and incurred by contractor personnel traveling outside their assigned work location in performance of this contract in accordance with the Federal Travel Regulation (FTR) issued by the General Service Administration and the FAA Travel Policy (FAATP). Where there is a conflict between the FTR and FAATP, the FAATP shall take precedence. The COTR or designated Government representative must authorize travel in advance.

b. Travel and per diem expenses will be reimbursed at the contractor's actual purchase price not to exceed subsistence rates authorized by the FTR or Joint Travel Regulation (JTR), volume 2, DOD Civilian Personnel for Travel in Alaska, Hawaii, Puerto Rico, and Territories and Possessions of the US, or standardized regulations prescribed by the Department of State for travel not covered above. Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable. Expenses for travel by motor or other common carrier shall be reimbursed on a mileage basis at the GSA local automobile transportation rate in effect at the time the travel is accomplished, per vehicle, plus necessary tolls in lieu of actual expenses of such travel.

c. The Government will not reimburse the contractor travel costs incurred for the replacement of personnel. The contractor shall not be entitled to reimbursement for additional travel associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or travel to and from the normal assigned work location.

d. Travel, per diem, and subsistence costs, transportation (including local area), and other related expenses shall not be burdened by overhead, G&A, or profit. ~~A moderate handling fee will be allowed.~~ *deleted Amendment (2) dtd 6-24-02*

E. Correspondence Requirements

5.0 WRITTEN CORRESPONDENCE

The contractor shall coordinate written correspondence in accordance with the Office of Facility Management NAS Technical Service Division (AMP-200) policies and guidelines on all reports, letters, memorandums, and documentation to include minutes of meetings, monthly reports, telephone conversation reports, trip reports and other written material. All documents shall be coordinated through the COR/COTR or designated government representative. Further, all documents that will be distributed outside the FAA shall be reviewed for sensitive and/or classified information in accordance with the FAA's policies and regulations under this contract.

Monthly Labor Report.

5.1 The Contractor shall submit a Monthly Labor Report to the COTR by the tenth workday of each month. The report shall provide the total number of individual hours worked by each contract employee for the previous month. In addition, the report shall identify all the types and quantities of work completed during the period. Narrative text shall be provided that summarizes key activities when the COTR or Contractor considers it is warranted.

Task Documentation.

5.2 All documentation on hard copy, computer or any other media developed by the Contractor under this contract shall become the property of the Government. All Contractor documentation shall integrate with existing Government hard copy and computer systems.

Subcontracting.

5.3 The Contractor shall not enter into subcontract agreements without prior approval of the Contracting Officer. All requests for subcontracting approval shall include the identity of the proposed subcontractor, the extent of the work, the reason for subcontracting, and the extent of competition in subcontractor selection.

F. Quality Requirements

6.0 QUALITY CONTROL

The contractor shall establish and maintain a complete quality plan to assure the requirements of the functions are provided as specified.

6.1 QUALITY CONTROL PLAN

The contractor's quality control plan shall include an inspection system covering all services required by this PWS.

6.1.1 Two copies of the contractor's quality control plan shall be provided to the contracting officer (CO) and COTR not later than ten (10) calendar days after contract award. Updated copies must be provided to the CO and COTR as changes occur. The quality control plan shall include an inspection system covering all services required by this PWS.

6.1.2 The methods and inspection system for identifying and preventing defective work in the quality of services shall be performed, documented and presented to the designated government before the level of performance becomes unacceptable. Records of all on-site inspections conducted by the contractor and necessary corrective actions taken shall be made available to the designated government representative(s).

6.1.3 All documentation relevant to Quality Control, including, but not limited to, records, schedules, charts, listings, drafts, diagrams, etc., developed by the contractor becomes the property of the Government and shall remain so even upon termination of this contract. The contractor shall be responsible for keeping these items current at all times in a logical, orderly fashion. Documentation and records will be turned over to the Government upon request or completion of the task.

6.2 QUALITY ASSURANCE

The FAA will evaluate the contractor's performance under this contract using the surveillance method.

6.2.1 The FAA will record the results of its surveillance. When observation indicates defective performance as evidenced by the FAA representative's surveillance report, the contractor's representative will initial the report. Remedies for defective performance will be governed by AMS Clause 3.10.4-5, Inspection Time-and-Materials and Labor-Hour.

Part III – Supporting Information

A. Place of Performance, Government Furnished Facilities and Hours of Operation

1.0 Work Location.

The place of performance for this contract shall be as follows:

FAA, Mike Monroney Aeronautical Center
Office of Facility Management NAS Technical Services Division (AMP-200)
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

All Contractor personnel assigned to this contract shall work full-time at this location.

1.1 Government Furnished Facilities.

The Government will furnish, without cost to the Contractor, designated facility space in Government buildings, utilities, telephone service, and janitorial service. These facilities and services shall be comparable to those provided to Government employees working in the same work area. These items shall only be used in performance of this contract and in a prudent manner.

The Contractor shall maintain its allocated workspace to the same standards as similar areas occupied by the Government. The Contractor shall share responsibility for physical security and safety with Government personnel. Contractor personnel shall comply with all applicable Government personnel security requirements. The Contractor shall not make any alterations to the space except with the written approval of the Government. The Contractor shall vacate such building space and restore the premises to the condition in which received, at his expense, fair wear and tear excepted, by the time stated for contract expiration.

1.2 Government Furnished Supplies and Equipment.

The Government will furnish, without cost to the Contractor, all furniture, office equipment, computers, software, tools, shop materials, test equipment, and office supplies required by the Contractor to accomplish the work required under this PWS. These items will not be formally transferred to the Contractor. These items shall be comparable to those provided to Government employees working in the same work area on similar tasks. These items shall only be used in performance of this contract and in a prudent manner.

1.2.1 The Government may direct the Contractor to purchase specified supplies and equipment for Government use. Any such Contractor purchases shall be billed to the Government as a direct charge as part of the Contractor's invoice. Contractor purchases shall be subject only to a negotiated Materials Handling Fee. All supplies and equipment purchased by the Contractor for Government use shall be the property of the Government.

1.3 Government Access to Contractor Facilities.

Government personnel shall be allowed unannounced access to the government facilities assigned to the Contractor to perform contract-monitoring tasks.

1.4 Contractor Access to Government Facilities.

a. External Visits. When working on contract tasks, Contractor personnel shall obtain permission from the COTR prior to visiting Government agencies or facilities outside the MMAC.

a. Operation of FAA Facility Site Equipment. The COTR shall coordinate and provide prior approval of all Contractor access to FAA site facilities and operation of FAA facility site equipment/systems. Facility access and equipment use may be outside of normal duty hours.

2.0 Work Schedules.

a. Contractor personnel shall work the standard NAS Technical Services work hours (7:00 A.M. to 15:30 P.M.) Monday through Friday, excluding Holidays. Deviation from these work hours requires prior Government approval. Mission requirements may also necessitate rotating shifts, weekends and Holidays.

b. When NAS Technical Services government employees are granted administrative leave as a result of inclement weather, potentially hazardous conditions, explosions, presidential leave, or other special circumstances, non-essential contractor personnel shall be excused at the same time. This excused administrative leave time shall be billed to the Government as a direct labor charge as part of the Contractor's invoice.

c. The contractor is not required to provide routine service on the days observed by the Government as federal holidays, with the exception of emergency work orders or emergency repairs. Federal holidays are:

New Years Day
President's Day
Independence Day
Columbus Day
Thanksgiving Day

Martin Luther King's Birthday
Memorial Day
Labor Day
Veteran's Day
Christmas Day

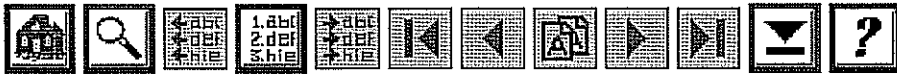
3.0 Overtime.

All overtime requires prior Government approval. Billable hourly overtime rates shall be computed as one and one-half times the negotiated hourly pay rate plus the applicable employee fringe benefit, G/A, and Fee percentages. Overtime shall only be paid for the hours worked that exceed 40 hours actually worked in one week.

4.0 Point of Contact

The point of contact for technical issues related to this contract shall be as follows:

Task Manager (AMP-200)
FAA, Mike Monroney Aeronautical Center
Air Navigation Facility Building #2, Room 103
Oklahoma City, OK 73169



ATTACHMENT 2

WAGE DETERMINATION NO: 94-2432 REV (14) AREA: OK,OKLAHOMA CITY

WAGE DETERMINATION NO: 94-2432 REV (14) AREA: OK,OKLAHOMA CITY

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

Director

Wage Determinations

Wage Determination No.: 1994-2432 William W.

Date Of Last Revision: 06/07/2002

State: Oklahoma

Area: Oklahoma Counties of Alfalfa, Atoka, Beckham, Blaine, Bryan, Caddo, Canadian, Cleveland, Coal, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Harper, Hughe Johnston, Kingfisher, Lincoln, Logan, Love, Major, Marshall, McClain, Murray, Noble, Oklahoma, Payne, Pontotoc, Pottawatomie, Roger Mills, Seminole, Washita, Woods, Wood

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	9.70
Accounting Clerk II	10.67
Accounting Clerk III	13.68
Accounting Clerk IV	18.28
Court Reporter	15.59
Dispatcher, Motor Vehicle	13.46
Document Preparation Clerk	11.00
Duplicating Machine Operator	10.00
Film/Tape Librarian	10.87
General Clerk I	9.11
General Clerk II	9.87
General Clerk III	12.50
General Clerk IV	18.00
Housing Referral Assistant	17.38
Key Entry Operator I	8.90
Key Entry Operator II	10.09
Messenger (Courier)	9.49
Order Clerk I	10.18
Order Clerk II	14.08
Personnel Assistant (Employment) I	11.59
Personnel Assistant (Employment) II	12.65
Personnel Assistant (Employment) III	14.34
Personnel Assistant (Employment) IV	16.63
Production Control Clerk	15.50
Rental Clerk	11.33
Scheduler, Maintenance	12.03
Secretary I	12.03
Secretary II	15.00
Secretary III	17.38
Secretary IV	19.54
Secretary V	20.69
Service Order Dispatcher	11.88
Stenographer I	10.12

Stenographer II	11.36
Supply Technician	19.54
Survey Worker (Interviewer)	13.25
Switchboard Operator-Receptionist	9.97
Test Examiner	15.00
Test Proctor	15.00
Travel Clerk I	9.94
Travel Clerk II	10.44
Travel Clerk III	10.93
Word Processor I	8.16
Word Processor II	9.77
Word Processor III	10.61
Automatic Data Processing Occupations	
Computer Data Librarian	8.07
Computer Operator I	9.92
Computer Operator II	12.21
Computer Operator III	16.37
Computer Operator IV	17.71
Computer Operator V	19.63
Computer Programmer I (1)	19.87
Computer Programmer II (1)	22.80
Computer Programmer III (1)	27.62
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	23.46
Computer Systems Analyst II (1)	26.26
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	11.12
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	15.64
Automotive Glass Installer	15.47
Automotive Worker	14.08
Electrician, Automotive	16.35
Mobile Equipment Servicer	12.54
Motor Equipment Metal Mechanic	15.64
Motor Equipment Metal Worker	14.08
Motor Vehicle Mechanic	15.64
Motor Vehicle Mechanic Helper	11.98
Motor Vehicle Upholstery Worker	13.31
Motor Vehicle Wrecker	14.08
Painter, Automotive	14.86
Radiator Repair Specialist	14.08
Tire Repairer	12.12
Transmission Repair Specialist	15.64
Food Preparation and Service Occupations	
Baker	9.04
Cook I	7.51
Cook II	9.04
Dishwasher	6.60
Food Service Worker	6.50
Meat Cutter	11.21
Waiter/Waitress	6.75
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	14.86
Furniture Handler	10.36
Furniture Refinisher	14.86
Furniture Refinisher Helper	11.75
Furniture Repairer, Minor	13.31
Upholsterer	14.86
General Services and Support Occupations	
Cleaner, Vehicles	8.06

Elevator Operator	7.98
Gardener	10.30
House Keeping Aid I	6.89
House Keeping Aid II	8.57
Janitor	8.22
Laborer, Grounds Maintenance	8.66
Maid or Houseman	6.89
Pest Controller	11.28
Refuse Collector	7.62
Tractor Operator	9.66
Window Cleaner	8.71
Health Occupations	
Dental Assistant	11.76
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.19
Licensed Practical Nurse I	10.16
Licensed Practical Nurse II	11.42
Licensed Practical Nurse III	12.78
Medical Assistant	9.93
Medical Laboratory Technician	10.88
Medical Record Clerk	11.24
Medical Record Technician	13.54
Nursing Assistant I	7.67
Nursing Assistant II	8.62
Nursing Assistant III	9.41
Nursing Assistant IV	10.55
Pharmacy Technician	12.19
Phlebotomist	11.42
Registered Nurse I	16.67
Registered Nurse II	20.39
Registered Nurse II, Specialist	20.39
Registered Nurse III	24.66
Registered Nurse III, Anesthetist	24.66
Registered Nurse IV	29.57
Information and Arts Occupations	
Audiovisual Librarian	16.49
Exhibits Specialist I	18.53
Exhibits Specialist II	20.67
Exhibits Specialist III	24.88
Illustrator I	17.00
Illustrator II	18.79
Illustrator III	23.46
Librarian	16.75
Library Technician	11.07
Photographer I	10.96
Photographer II	13.53
Photographer III	16.34
Photographer IV	20.40
Photographer V	23.41
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.03
Counter Attendant	7.03
Dry Cleaner	8.59
Finisher, Flatwork, Machine	7.03
Presser, Hand	7.03
Presser, Machine, Drycleaning	7.03
Presser, Machine, Shirts	7.03
Presser, Machine, Wearing Apparel, Laundry	7.03
Sewing Machine Operator	9.22
Tailor	9.84
Washer, Machine	7.69

Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	16.35
Tool and Die Maker	22.22
Material Handling and Packing Occupations	
Forklift Operator	12.68
Fuel Distribution System Operator	14.02
Material Coordinator	15.99
Material Expediter	15.99
Material Handling Laborer	10.95
Order Filler	11.74
Production Line Worker (Food Processing)	11.53
Shipping Packer	11.78
Shipping/Receiving Clerk	11.78
Stock Clerk (Shelf Stocker; Store Worker II)	13.22
Store Worker I	10.94
Tools and Parts Attendant	11.53
Warehouse Specialist	11.53
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	16.18
Aircraft Mechanic Helper	11.75
Aircraft Quality Control Inspector	16.44
Aircraft Servicer	13.31
Aircraft Worker	14.08
Appliance Mechanic	14.86
Bicycle Repairer	12.12
Cable Splicer	16.45
Carpenter, Maintenance	14.95
Carpet Layer	14.08
Electrician, Maintenance	16.40
Electronics Technician, Maintenance I	14.31
Electronics Technician, Maintenance II	21.53
Electronics Technician, Maintenance III	24.15
Fabric Worker	13.31
Fire Alarm System Mechanic	15.64
Fire Extinguisher Repairer	12.54
Fuel Distribution System Mechanic	17.20
General Maintenance Worker	14.08
Heating, Refrigeration and Air Conditioning Mechanic	15.64
Heavy Equipment Mechanic	15.64
Heavy Equipment Operator	16.82
Instrument Mechanic	17.02
Laborer	9.04
Locksmith	14.86
Machinery Maintenance Mechanic	16.70
Machinist, Maintenance	15.64
Maintenance Trades Helper	11.98
Millwright	16.24
Office Appliance Repairer	14.86
Painter, Aircraft	14.86
Painter, Maintenance	14.86
Pipefitter, Maintenance	18.00
Plumber, Maintenance	17.30
Pneudraulic Systems Mechanic	15.64
Rigger	16.14
Scale Mechanic	14.08
Sheet-Metal Worker, Maintenance	17.15
Small Engine Mechanic	14.08
Telecommunication Mechanic I	19.01
Telecommunication Mechanic II	19.93
Telephone Lineman	19.01

Welder, Combination, Maintenance	15.64
Well Driller	17.20
Woodcraft Worker	15.64
Woodworker	12.54
Miscellaneous Occupations	
Animal Caretaker	8.67
Carnival Equipment Operator	8.68
Carnival Equipment Repairer	9.26
Carnival Worker	6.74
Cashier	6.91
Desk Clerk	8.41
Embalmer	17.93
Lifeguard	9.42
Mortician	18.23
Park Attendant (Aide)	11.84
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.09
Recreation Specialist	11.65
Recycling Worker	8.64
Sales Clerk	9.52
School Crossing Guard (Crosswalk Attendant)	6.37
Sport Official	9.42
Survey Party Chief (Chief of Party)	17.85
Surveying Aide	10.03
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.39
Swimming Pool Operator	11.44
Vending Machine Attendant	9.50
Vending Machine Repairer	11.44
Vending Machine Repairer Helper	9.24
Personal Needs Occupations	
Child Care Attendant	8.41
Child Care Center Clerk	12.06
Chore Aid	7.02
Homemaker	15.64
Plant and System Operation Occupations	
Boiler Tender	18.49
Sewage Plant Operator	15.27
Stationary Engineer	19.78
Ventilation Equipment Tender	11.75
Water Treatment Plant Operator	14.86
Protective Service Occupations	
Alarm Monitor	11.01
Corrections Officer	17.42
Court Security Officer	17.42
Detention Officer	17.42
Firefighter	16.63
Guard I	9.15
Guard II	13.43
Police Officer	18.21
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	15.79
Hatch Tender	13.82
Line Handler	13.82
Stevedore I	14.94
Stevedore II	16.67
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28.21
Air Traffic Control Specialist, Station (2)	19.46
Air Traffic Control Specialist, Terminal (2)	21.43
Archeological Technician I	14.05
Archeological Technician II	16.90

Archeological Technician III	20.92
Cartographic Technician	19.12
Civil Engineering Technician	18.18
Computer Based Training (CBT) Specialist/ Instructor	25.02
Drafter I	12.17
Drafter II	14.05
Drafter III	18.53
Drafter IV	21.63
Engineering Technician I	14.93
Engineering Technician II	18.70
Engineering Technician III	20.55
Engineering Technician IV	26.62
Engineering Technician V	30.72
Engineering Technician VI	35.25
Environmental Technician	17.03
Flight Simulator/Instructor (Pilot)	26.55
Graphic Artist	18.92
Instructor	19.76
Laboratory Technician	13.45
Mathematical Technician	20.68
Paralegal/Legal Assistant I	13.76
Paralegal/Legal Assistant II	17.93
Paralegal/Legal Assistant III	21.93
Paralegal/Legal Assistant IV	26.54
Photooptics Technician	19.64
Technical Writer	20.46
Unexploded (UXO) Safety Escort	17.93
Unexploded (UXO) Sweep Personnel	17.93
Unexploded Ordnance (UXO) Technician I	17.93
Unexploded Ordnance (UXO) Technician II	21.70
Unexploded Ordnance (UXO) Technician III	26.01
Weather Observer, Combined Upper Air and Surface Programs (3)	17.49
Weather Observer, Senior (3)	20.13
Weather Observer, Upper Air (3)	17.49
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	11.40
Parking and Lot Attendant	8.00
Shuttle Bus Driver	11.10
Taxi Driver	9.49
Truckdriver, Heavy Truck	15.40
Truckdriver, Light Truck	11.10
Truckdriver, Medium Truck	12.54
Truckdriver, Tractor-Trailer	15.40

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plan, civic and personal leave, severance pay, and savings and thrift plans. Minimum employee contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Constitution Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as

numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. rate of basic pay plus a night pay differential amounting to 10 percent of the rate basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours week) and Sunday is part of your regularly scheduled workweek, you are paid at your basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employment possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arm ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either the terms of the Government contract, by the employer, by the state or local law, or the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) uniforms is an expense that may not be borne by an employee where such cost reduces hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (\$.67 cents per day). However, in those instances where the uniforms furnished are "wash and wear" materials, may be routinely washed and dried with other personal gear and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work on such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order of priority classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of action, together with the agency's recommendations and pertinent information including position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties required are not performed by a classification already listed in the wage determination. Remember it is not the job title, but the required tasks that determine whether a class is in an established wage determination. Conformances may not be used to artificially combine, or subdivide classifications listed in the wage determination.

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Revised 9/11/02

NEGOTIATED DIRECT HOURLY LABOR RATES
Screening Information Request DTFA-02-02-R-01646

NOTICE: This document corresponds to Clause H.9, Direct Hourly Labor Rate, and must be completed by each prospective contractor and returned as part of their proposal/best and final offer. The direct hourly rate set forth below is the direct labor portion of the negotiated composite/billing rate shown in Section B.

<u>LABOR CATEGORY</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
Technical Manager	██████	██████	██████	██████	██████
Electronics Technician III	██████	██████	██████	██████	██████
Electronics Technician II	██████	██████	██████	██████	██████
Electronics Technician I	██████	██████	██████	██████	██████
Engineering Technician IV	██████	██████	██████	██████	██████
Engineering Technician III	██████	██████	██████	██████	██████
Engineering Technician II	██████	██████	██████	██████	██████
Engineering Technician I	██████	██████	██████	██████	██████
Computer Systems Analyst III	██████	██████	██████	██████	██████
Computer Systems Analyst II	██████	██████	██████	██████	██████
Computer Systems Analyst I	██████	██████	██████	██████	██████
Maintenance Trades Helper	██████	██████	██████	██████	██████

*Adjudicative Standards: Issues (July 2001)

Major issues or conduct which standing alone would be disqualifying under suitability, for any position is a conviction record within the past 9 years, particularly for issues 1, 2, 4, 5, 6, or 8. In addition, a pattern is defined as two or more convictions or a combination of two or more issues of any or all of the items listed below.

1. Issues related to use or possession of intoxicants:

Pattern of excessive use as reflected in (1) conviction record; (2) job performance; (3) employment history; (4) inability to function responsibly; (5) medical treatment; and (6) health.

2. Issues related to illegal use/possession of controlled substances or marijuana:

Pattern of excessive use as reflected in (1) conviction record; (2) job performance; (3) employment history; (4) inability to function responsibly; (5) medical treatment; (6) health; (7) manufacturing; (8) addiction; (9) importing/trafficking; and (10) cultivating for sale.

3. Issues related to financial responsibility:

Pattern of irresponsibility as reflected in (1) credit history; (2) disregard for debts; (3) abuse of fiduciary trust; and (4) continuing, major, valid liabilities.

4. Issues related to immoral conduct:

Pattern of misconduct as reflected in (1) conviction record; (2) medical treatment; (3) public knowledge; (4) child molestation; (5) sexual assault statutory rape; (6) incest; and (7) bestiality.

5. Issues related to honesty:

Pattern of dishonesty as reflected in (1) disregard for truth; (2) conviction records; (3) abuse of trust; (4) employment records; (5) blackmail; (6) counterfeiting; (7) extortion; (8) armed robbery; and (9) intentional false statement or deception or fraud in examination or appointment.

6. Issues related to disruptive or violent behavior:

Pattern of violence as reflected in (1) conviction record; (2) disregard for life or property; (3) civil actions; (4) employment record; (5) medical record; (6) aggravated assault; (7) assault with a deadly weapon; (8) assault with intent to commit rape; (9) kidnapping/abduction; (10) murder; (11) rape; (12) arson; (13) threat or assault upon a public official; (14) voluntary manslaughter; and (15) child abuse.

7. Issues related to termination or forced resignation:

Pattern of unemployability based on misconduct or delinquency as reflected in employment history.

8. Issues related to firearms/weapons:

Improper/illegal sale or transportation of firearm or explosive; manufacture of firearms or explosives.

9. Miscellaneous issues:

(1) Hatch Act violation; (2) mutilation/destruction of public records; (3) engaging in riots or civil disorders; (4) striking against Government; and (5) desertion.

Screening Standards-Contractor (July 2001)

1. Record of conviction for illegal use or possession of intoxicants;
2. Record of conviction for illegal use, possession, or sale of controlled substances or marijuana;
3. Record of conviction of criminal behavior relating to immoral conduct, such as child molestation, rape, sexual assault, incest, bestiality, indecent exposure, lewd acts, etc.;
4. Record of conviction of criminal behavior relating to dishonesty, such as theft, larceny, burglary, robbery, forgery, extortion, counterfeiting, blackmail, fraud, conversion, sale, or possession of stolen property, embezzlement, etc.;
5. Record of conviction for criminally disruptive or violent behavior, such as assault, battery, kidnapping, abduction, murder, rape, arson, vandalism, voluntary manslaughter, child abuse, etc.;
6. Record of conviction for illegal use, possession, manufacture, or sale of firearms or explosives.
7. Violation of Hatch Act restrictions (5 U.S.C. Chapter 73), mutilation/destruction of public records, striking against the Government, desertion from the military, disregard for debts, engaging in riots or civil disorders, or a pattern of unemployability based upon misconduct or delinquency as reflected in employment history.